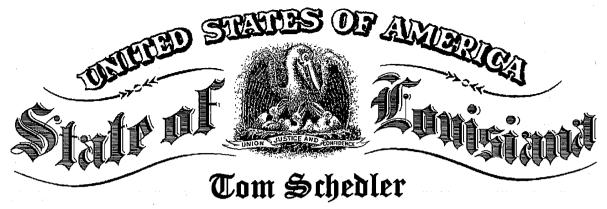
# **EXHIBIT 5**



SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

a copy of the Articles of Organization and Initial Report of

### **BRIDGER LOGISTICS, LLC**

Domiciled at SHREVEPORT, LOUISIANA,

Was filed and recorded in this Office on June 02, 2011,

And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 22.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

June 3, 2011

Secretary of State

JG 40527812K



Certificate ID: 10172375#SLJ62

To validate this certificate, visit the following web site, go to Commercial Division, Certificate Validation, then follow the instructions displayed.

www.sos.louisiana.gov

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JUN/02/2011/THU 04:12 AM BALLENGEE INTEREST

FAX No. 318-429-7103

P. 003

### ARTICLES OF ORGANIZATION OF BRIDGER LOGISTICS, LLC

### STATE OF LOUISIANA

#### PARISH OF CADDO

BEFORE THE UNDERSIGNED NOTARY PUBLIC, duly commissioned and qualified, in and for the Parish of Caddo, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned:

### PERSONALLY CAME AND APPEARED:

Julio E. Rios, II, a competent major residing in Caddo Parish, Louisiana, with mailing address of 800 Spring Street, Suite 205, Shreveport, Louisiana 71101 (hereinafter referred to as the "Organizer").

who declared to me, that he is availing himself of the provisions of applicable Louisiana Law, and particularly La. R.S. 12:1301, et. seq., does hereby organize a Limited Liability Company in accordance with these Articles of Organization:

# ARTICLE 1 NAME

The name of this Limited Liability Company is: Bridger Logistics, LLC, (the "Company").

# ARTICLE 2 PURPOSE

The purposes of this Company are to engage in any lawful activity for which limited liability companies may be formed under Louisiana law.

### ARTICLE 3 TERMINATION

The Company shall terminate on the earlier of:

- A. December 31, 2099, unless extended in accordance with the provisions of the Operating Agreement; or
- B. Any other reason provided in the Operating Agreement.

-1-

# ARTICLE 4 LIMITATIONS ON AUTHORITY OF MEMBERS

No Member shall have the authority to bind the Company except in the capacity of a Manager of the Company as hereinafter set forth.

# ARTICLE 5 MANAGEMENT

- A. The Company shall be managed by one or more Managers.
- B. Any Manager may act on behalf of the Company and is a mandatary and agent of the Company for all matters in the ordinary course of business, including the alienation, lease or encumbrance of its immovables in the ordinary course of business of the Company.
- C. The Operating Agreement may contain certain restrictions on the authority of the Manager to act other than in the ordinary course of business of the Company. Any person dealing with the Company may rely upon a certificate of the following certifying official, Julio E. Rios, II, to establish the membership of any Member, the authenticity of any records of the Company, or the authority of any person serving as Manager to act on behalf of the Company, including, but not limited to, the authority to take any one or more of the following actions:
  - (i) The dissolution and winding up of the Company.
  - (ii) The sale, exchange, lease, mortgage, pledge, or other transfer of all or substantially all of the assets of the Company.
  - (iii) The merger or consolidation of the Company.
  - (iv) The incurrence of indebtedness by the Company other than in the ordinary course of its business.
  - (v) The alienation, lease, or encumbrance of any immovables of the Company.
  - (vi) An amendment to the Articles of Organization or Operating Agreement.

# ARTICLE 6 COMPANY ACTIONS AND DECISIONS

- A. Each Member shall be entitled to vote on all matters concerning the Company in accordance with the Operating Agreement.
- B. The unanimous consent of the Members is required to take any action which affects a Member's liability.

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BALLENGEE INTEREST JUN/02/2011/THU 04:13 AM

FAX No. 318-429-7103

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### ARTICLE 7 AND ASSIGNMENT OF MEMBER'S INTEREST

The assignment or transfer of a Member's interest is subject to restrictions as set forth in the Operating Agreement.

### ARTICLE 8 LIMITATION OF LIABILITY

No Member or Manager shall ever be liable or responsible for the contract or faults of this Company, nor shall any mere informality have the effect of rendering this Company null or the Members or Managers to any liability. Each Manager is relieved of any personal liability to the fullest extent permitted by law, including, not by way of limitation, any liability for monetary damages for breach of any duty provided for in R.S. 12:1314.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses and me, Notary, in the Parish of Caddo, State of Louisiana, on this \_\_\_\_\_\_ day of June, 2011.

WITNESSES:

Julio E. Rios, II, Orga

Notary Public in and for the

State of Louisiana, Parish of Caddo

SYLMA P. BURNES, NOTARY PUBLIC NOTARY ID # 039135 BOSSIER PARISH, L'OUISIANA MY COMMISSION IS FOR LIFE

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FAX No. 318-429-7103

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### INITIAL REPORT OF BRIDGER LOGISTICS, LLC

- 1. The name of the limited liability company is Bridger Logistics, LLC.
- 2. The location and municipal address of this limited liability company's registered office is:

800 Spring Street, Suite 205 Shreveport, Louisiana 71101

3. The full name and municipal address of this limited liability company's registered agent is:

Julio E. Rios, II 800 Spring Street, Suite 205 Shreveport, Louisiana 71101

The name and municipal addresses of the initial Managers and Members are:

Julio E. Rios, II (Manager) 800 Spring Street, Suite 205 Shreveport, Louisiana 71101

Ballengee Interests, LLC (Member-100%) 800 Spring Street, Suite 205 Shreveport, Louisiana 71101

Signed this 2 day of June, 2011, at Shreveport, Caddo Parish, Louisiana.

Julio E. Rios, II

Ballengee Interests, LLC

Julio E. Rios H. Manage

CONFIDENTIAL

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FAX No. 318-429-7103

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### STATE OF LOUISIANA

### PARISH OF CADDO

On this \_\_\_\_\_\_day of June, 2011, before me, a Notary Public in and for the State and Parish aforesaid, personally came and appeared Julio E. Rios, II, is to me known to be the persons described in and who executed the foregoing Initial Report, and acknowledged to me that they executed the same as their free act and deed for the purposes and considerations therein expressed.

Notary Public in and for the State of Louisiana, Parish of Caddo

SYLVIA P. BURNES, NOTARY PUBLIC NOTARY ID # 039195 BOSSIER PARISH, LOUISIANA MY COMMISSION IS FOR LIFE JUN/02/2011/THU 04:13 AM BALLENGEE INTEREST

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STATE OF LOUISIANA

PARISH OF CADDO

### AGENT'S AFFIDAVIT AND ACKNOWLEDGMENT OF ACCEPTANCE

I hereby acknowledge and accept the appointment of registered agent for and on behalf of Bridger Logistics, LLC.

Julio E. Rios, II

SWORN TO AND SUBSCRIBED before me on this Hadday of June, 2011.

Notary Public in and for the State of Louisiana Parish of Caddo

> SYLVIA P, BURNES, NOTARY PUBLIC NOTARY ID # 039135 BOSSIER PARISH, LOUISIANA MY COMMISSION IS FOR LIFE